After recording return to: Washington Mutual, FA 2150 Cabot Blvd. West

Langhorne, PA 19047 Attn: Group 9, Inc.



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6 8:34AM



## MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND SECURITY INSTRUMENT

Loan Number:

P 1008 2

0675379358

Borrower(s): Cynthia J. Matson and David Matson

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on <u>July 25, 2005</u> by and between <u>Washington Mutual Bank, FA</u> ("we," "us," "our," or "Bank") and the other person(s) signing below ("you," "your" or "Borrower").

You and Bank are parties to a home equity line of credit agreement including any riders or previous amendments, the ("Agreement") that establishes an account with an account number ending in the last four digits identified below (the "Account") from which you may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a mortgage, deed of trust, trust indenture, deed to secure debt or other security instrument ("Security Instrument") recorded on <a href="https://doi.org/10.1008/10.2004/06080057">06/08/2004</a> as Instrument No. <a href="https://doi.org/10.1008/2004/2004">200406080057</a>, in Book or Liber \_\_\_\_\_\_, Page(s) \_\_\_\_\_, in the Official Records of <a href="https://doi.org/10.1008/2004/2004/2004">Skagit County</a>, Washington. The Security Instrument secures performance of your obligations under the Agreement and encumbers the property described in the Security Instrument and located at the address below (the "Property"), more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

\*\*Abby: \*\*LGCL\*\* FOR Start OFCENTENIONED GROSS\*\*

\*\*VOLUS\*\* PG 346\*\*

You and Bank agree as follows:

- 1. Effect of this Modification. This Modification modifies, amends and supplements the Agreement and Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Agreement or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and Security Instrument shall remain in full force and effect. This Modification will be legally binding and effective upon the parties only when it is signed by each of you and the Bank.
- 2. Modified Terms and Conditions. The terms and conditions of the Agreement and Security Instrument that are modified, amended, and supplemented by this Modification are set forth on the attached Exhibit "B" attached to and incorporated herein as a part of this Modification. The terms used in Exhibit "B" shall have the same meanings as the same or substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in Exhibit "B," or the Agreement or Security Instrument, are capitalized.

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#### 0675379358

Borrower requests that a copy of any Notice of Default and of any Notice of Sale under the Security Instrument be mailed to the first Borrower named below at the Property address below.

Last Four Digits of Account No.: 9358

Property Address:

2618 N 34TH PL Mount Vernon, WA 98273-8990

Aleba

DATED at MOUNT legion whishington

this **26** day of

. <u>2005</u>

BORROWER(S);

CYNTHIA J MATSON

DAVID MATSON

Washington Mutual Bank, FA

Ву:\_\_\_\_

<sub>Its:</sub> Y

(Officer Title)

**BANK** 

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STATE OF WASHINGTON	)	
188 z	) SS	
COUNTY OF SKAGIT	)	
On this day personally appeared b	efore me	
CYNTHIA J MATSON		and
DAVID MATSON		and
		an
		an
		· · · · · · · · · · · · · · · · · · ·
therein mentioned.  WITNESS my hand and official se	al this <u>16</u> day of <u>July</u>	. 2005
Lucurilla.		
Notary Public in and for the State of W	ashington	
Residing at: MOUNT VENWOW		
My Commission expires: 3-29.0	/ winssion	
<del></del>	1. 2000 CT	$\Box$
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	MASHING	



# CORPORATE NOTARY ACKNOWLEDGEMENT

Loan Number: 0675379358

STATE OF Washington )		
COUNTY OF King )ss.		
The foregoing instrument was acknowledged before me to	nis4 <sup>th</sup> _ day of _	August
2005, by Nancy Berk-Axelson		
asVice President & Manager	of Washington Mu	utual Bank, FA.
WITNESS my hand and official seal  My commission expires: 6/9/8  Bull  Notary Public	State of BONNIE .	iry Public Washington J BUCKMEIER It Expires Jun 4, 2008

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## EXHIBIT "A" ATTACHMENT TO SECURITY INSTRUMENT

LYING AND BEING LOCATED IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 6, "PLAT OF CENTENNIAL GROVE", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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### EXHIBIT "B" ATTACHMENT TO SECURITY INSTRUMENT

Annual Fee: There is no annual fee on your Account.

Cancellation Fee: If you cancel the credit line before 06/01/2007 [36 months following the original Effective Disbursement Date as defined in the Agreement], you will be charged a cancellation fee of .125% of the original line amount or \$500, whichever is greater. In any event, you may not cancel the credit line until you have paid in full all amounts owing under the Agreement and Security Instrument.

Credit Limit: The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$10,000.00, from the current amount of \$16,900.00 to the increased amount of \$26,900.00. All other terms and conditions relating to the credit limit including, without limitation, our ability to reduce the credit limit during any period when certain events have occurred on your obligation not to attempt, request or obtain a credit advance that will cause your Account balance to exceed your credit limit, remain in full force and effect.

Minimum Daily Periodic Rate and ANNUAL PERCENTAGE RATE: The daily periodic rate and ANNUAL PERCENTAGE RATE that will apply to variable rate advances under the Agreement will be determined as set forth in the Agreement. However, any provisions of the Agreement that provide for a minimum daily periodic rate and minimum ANNUAL PERCENTAGE RATE are hereby deleted.

Minimum Daily Periodic Rate and ANNUAL PERCENTAGE RATE: The minimum daily periodic rate that will apply to variable rate advances under the Agreement is hereby changed to 0.000% (corresponding to a minimum ANNUAL PERCENTAGE RATE of 0.000000 %).

Daily Periodic Rate and ANNUAL PERCENTAGE RATE Change Dates: The daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement will change on each day that the index changes, and the index will be determined daily. Any provisions of the Agreement indicating that the daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement may only change monthly, or indicating that the index is determined only as of a specified date of the calendar month, are hereby deleted.

Margin: The margin used in the calculation of the ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement is hereby changed to 0.0%.

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